

# EXHIBIT 93



## Message

**From:** Linda Crawford [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DE92E24F9BD14DD391EA21CAE0A131C4-LINDA CRAWF]  
**Sent:** 10/17/2016 1:43:25 PM  
**To:** maggie.kjer@pearson.com  
**CC:** Nakeba Rahming [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=879d33dd936548a39333444c70241d1f-Nakeba Rahm]  
**Subject:** Executed contract  
**Attachments:** signed contract 18363 Pearson.pdf

*Linda Crawford*

Ga Department of Education  
Division for Special Education Services & Supports  
205 Jesse Hill Jr., Drive  
1870 Twin Towers East  
Atlanta, GA 30334  
404-656-6318; Fax 404-651-6457  
[lcrawfor@doe.k12.ga.us](mailto:lcrawfor@doe.k12.ga.us)  
<http://gadoe.org>

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**Terms and Conditions of Sale and Use of Pearson Products****1. Acceptance Of Ts & Cs<sup>a</sup>**

Sales of Pearson Products<sup>a</sup> and Other Publisher's Products<sup>a</sup> (together referred to as "Products") by Pearson's Clinical Assessment group<sup>a</sup> and the purchase and use of Products by Customer<sup>a</sup> are conditioned upon acceptance of these Ts & Cs. Customer agrees to these Ts & Cs by submission of a User Acceptance Form, order(s) for tests or scoring services, or by paying part or all of a Pearson Invoice. These Ts & Cs constitute the entire agreement between Pearson and Customer and supersede any purchase order terms associated with a Purchase Order (P.O.) number on any order. If any provision of the Ts & Cs is found to be illegal or unenforceable, the remaining provisions will be enforced. These Ts & Cs may not be waived or modified except by prior written agreement signed by a Pearson Vice President. ~~Minnesota law will govern these Ts & Cs. Issues involving copyright and patent will be resolved under U.S. Federal Law. Provisions Not~~ *awn*  
**Applicable In New Jersey:** Pursuant to the New Jersey Truth in Consumer Contract Warranty and Notice Act ("TCCWNA"), Sections 2, 5, 6, and 9 of these Terms of use do not apply to those persons covered by that law.

**2. Warranty**

Pearson warrants that the Pearson Products published directly or under license by Pearson in their standard form will not infringe any valid, third-party, U. S. patents or copyrights existing at the time of publication. This warranty does not extend to any Other Publisher's Product or to any infringement arising from the use of the Pearson Products in combination with any systems, software, or equipment supplied by a third party. If Customer promptly notifies Pearson of an infringement claim concerning a Pearson Product and accords Pearson the right, at its sole option and expense, to handle the defense of the infringement claim, Pearson will indemnify and hold Customer harmless from/against such infringement claim related solely to that Pearson Product. Pearson may, in its sole discretion, furnish Customer with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed Pearson Product. EXCEPT AS STATED HEREIN, PEARSON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

**3. Geographical Embargoes and Restrictions**

Please note that Pearson may restrict the sale of certain test materials within specific geographic regions because of various contractual arrangements or governmental restrictions. If the Product(s) have been rightfully obtained within the United States, Customer warrants and represents that neither the products nor any technical data received by the Customer from Pearson will be exported outside of the United States, except as authorized by the laws and regulations of the United States.

**4. Risk of Loss and Returns**

~~Shipping within the USA is FOB Destination, with freight from Pearson's warehouse charged to Customer.~~ *awn* Returns are to be made in accordance with the Returns Policy.

**5. Limitation of Liability and Limitation on Claims**

IN NO EVENT WILL PEARSON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF THESE T'S & C'S, PURCHASE, OR USE OF PEARSON PRODUCTS OR SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OR AGREEMENT BETWEEN CUSTOMER AND PEARSON, PEARSON'S TOTAL LIABILITY TO ANY PARTY, ARISING OUT OF THESE T'S & C'S, PURCHASE, OR USE OF PRODUCTS, EXCEPT AS IT RELATES TO PEARSON'S WILLFUL MISCONDUCT, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES.

**6. Use of Product**

Customer agrees that it is Customer's responsibility to use any Products in accordance with Pearson's Qualification Policies & User Acceptance Form and applicable professional guidelines<sup>a</sup>. Customer understands and agrees that the Products are intended to be used as tools in the overall assessment process, are not to be used for self-guidance, and are

#18363

## Terms of Sales and Use

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not designed to be used alone or to replace Customer's professional judgment. Pearson is not responsible for any claims or damages incurred in connection with Customer's or any third party's use or misuse of the Products. Customer agrees to guard against the improper use of the Products in order to retain the right to purchase those Products.

To protect their security and value, Products may not be resold, re-licensed, transferred or otherwise further distributed without prior written permission from Pearson. Reselling on any online site or by any other method is strictly prohibited and will disqualify Customer from future purchases of Pearson Products or services. Customer's purchase of Pearson Products does not grant Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as non-Pearson scoring system or software. However, if Customer licenses and uses Pearson software, Customer may excerpt portions of output reports, limited to the minimum text necessary to accurately describe the qualified User's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with Customer's profession's citation standards, if any. No adaptations, translations, modifications, or special versions may be made without prior permission in writing from Pearson (see Section 10). Violation of these Ts & Cs may result in the revocation of a Customer's right to purchase as a qualified Customer.

## 7. Copyright and Trade Secrets

Pearson Products are protected by various intellectual property laws, including trade secrets, copyright, and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these Ts & Cs. Pearson software outputs, including but not limited to reports, are protected as trade secrets. Trade secrets are exempt from disclosure in response to requests made pursuant to HIPAA or to any other data disclosure law that exempts disclosure of information or documents protected as trade secrets.

Customer acknowledges and agrees that the use or disclosure of Pearson trade secrets or confidential information may cause Pearson irreparable harm for which remedies other than injunctive relief may be inadequate. If Customer is required to disclose secure test materials pursuant to a subpoena or court order, please refer to Pearson's Legal Policies at [pearsonclinical.com/legal.html](http://pearsonclinical.com/legal.html).

## 8. Test Security

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test.
- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (e.g., filming an administration) in any manner, electronically or otherwise, including posting on any mass media or social media site, without the prior written permission of Pearson.
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use.
- Test materials and scores may be released only to persons qualified to interpret and use them properly.
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college, or institution that administered the test.
- Test materials must not be resold, re-licensed, transferred, or otherwise redistributed for any purpose without prior written permission from Pearson.

## 9. Indemnification

*not permitted under State law.*

~~To the extent permitted by law, Customer agrees to hold harmless, indemnify, and defend Pearson from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Pearson directly or indirectly by reason of any act or omission that the Customer commits in breach of these Ts & Cs and the obligations and warranties contained therein.~~

*AWM*

## 10. Requests for Permission to License Pearson Intellectual Property

Requests to reproduce, translate, modify, or adapt any Pearson Product must be submitted in writing and directed to: Intellectual Property Licensing by e-mail at [pas.licensing@pearson.com](mailto:pas.licensing@pearson.com).

## 11. Payment

## Terms of Sales and Use

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Pearson accepts payment by check, money order, or Visa, MasterCard, American Express, or Discover credit cards. Payment must accompany order. Pearson will invoice Institutional Customers if orders are received on official purchase orders with tax exempt certificate on file at Pearson (if applicable). All invoices are payable net 30 days. ~~Prepayment is required for all new accounts. Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. Customer is responsible for any reasonable attorney or collection fees incurred by Pearson in collecting charges not paid when due.~~ *AWM*  
 Payment must be made in U.S. dollars. ~~Customer is responsible for all taxes and tariffs related to intercountry shipments. Pearson will collect and report state and local taxes applicable to the Customer's shipping address.~~

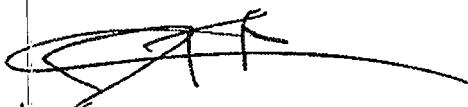
## 12. Modifications of Terms and Conditions

~~Pearson reserves the right to amend pricing and these Ts & Cs at any time without prior written notice. Pearson, without any penalty or liability, reserves the right to (a) publish or replace current products with new, revised, or updated products at any time; and (b) place any product "out of print" or discontinue offering the product for purchase. The most current Ts & Cs will be posted at Pearson's Website.~~ *AWM*  
*Customer is tax exempt.*

## 13. Definitions and Notes

- "Ts & Cs" means Pearson Terms and Conditions of Sale and Use and the Qualifications and return policies referenced in these Ts & Cs. A printed copy of the Ts & Cs, including the referenced policies, is available by calling 800.627.7271. These terms may be viewed in 12 point type at our Website.
- "Pearson Product(s)" means assessment instruments (including those formerly published by AGS Publishing and Harcourt Assessment, Inc.) and/or materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by Pearson.
- "Other Publisher's Products" means assessment instrument(s) and/or material(s) (including but not limited to software, administration and user reference materials, manipulatives, reports, and services not published by Pearson.
- "Pearson" means the Clinical Assessment business unit of NCS Pearson, Inc.
- "Customer" means the purchaser and qualified User of a Product.
- "Website" means PearsonAssessments.com, PearsonClinical.com, and/or Pearsonassess.com
- "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), Pearson software license (if applicable) and all federal, state, and local laws and regulations, including, but not limited to HIPAA and FERPA. Use of psychological tests in employment-related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

Last updated: September 1, 2016



James T. Beck  
 Chief Financial Officer  
 Federal EIN 58-6002042  
 Georgia Department of Education

*9-9-16*

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Pearson Assessment  
P.O. Box 598700  
San Antonio, TX 78258  
Phone: 800-827-7271  
Fax: 800-232-1223  
Federal ID No: 41-0850527

**Quote / Proforma Invoice**

Account Number: 1011251  
Document Number: 53312  
Document Date: 13-JUN-2016  
Expiration Date: 13-AUG-2016

Customer: GEORGIA DEPT OF EDUC

Bill To: GEORGIA DEPT OF EDUC  
TESTING DIV  
1754 TWIN TOWERS E  
ATLANTA, GA 30334

Ship To: GEORGIA DEPT OF EDUC  
GNETS PGM EAST TOWER  
205 JESSE HILL JR DR SE  
ATLANTA, GA 30334

Contact: NAKIBA RAHMING  
nrahming@doe.k12.ga.us  
404.640.6536

Line	Product	Qty	Units	List Price	Discount %	Amount
1.1	30876 - BASC-3 FLEX MONITOR QG RPT	10000	EACH	\$1.25	10	\$11,250.00
2.1	QG1BA3NG - BASC-3 SCORING 1 YR SUB WINTV REC	48	EACH	\$55.00	10	\$2,376.00
3.1	30866C - BASC-3 QG DGT ADM INTP SM RPT 1 YR	48	EACH	\$0.00		\$0.00
4.1	30867C - BASC-3 QG DGT ADM INTP SM RPT W/IR 1YR	48	EACH	\$0.00		\$0.00

Payment Terms: Net 30

Subtotal: \$13,626.00  
Charges: \$0.00  
Taxes: \$0.00  
(US Dollar) Total: \$13,626.00

PLEASE CONTACT YOUR SALES CONSULTANT MAGGIE KJER AT 1-800-827-7271 EXT. 26-2248 WITH ANY QUESTIONS.

Sales of Pearson Products by the Clinical Assessment group of Pearson, and the purchase and use of the Products by Customer, are conditioned upon acceptance of the published Terms and Conditions of Sale and Use of Pearson Products, and any applicable license agreements. The Terms and Conditions can be found in Pearson's catalogs, and at [www.pearsonclinical.com/](http://www.pearsonclinical.com/)

**Purchase Order**

Ship To: Special Education Services and Supports  
1870 Twin Towers East  
205 Jesse Hill Jr., Dr., SE  
Atlanta, GA 30334

Vendor: 0000008707  
NCS PEARSON INC  
P O BOX 4203  
IOWA CITY, IA 52244-4203

Purchase Order	Type	Date	Revision	Page
41400-025-0000097522	AC	09/12/2016		1
Payment Terms	Freight Terms	Ship Via		
Net 30	Destination	COMMON		
Buyer / Phone: Linda Crawford 404/657-9974				

Bill To: Special Education Services and Supports  
205 Jesse Hill Jr., Dr., SE  
Suite 1870 Twin Towers East  
Atlanta, GA 30334

Line	Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
The State of Georgia Contract Terms and Conditions are applicable to this order. They can be viewed at: <a href="http://doas.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/GAStandardTerms-ConditionsforSuppliers.pdf">http://doas.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/GAStandardTerms-ConditionsforSuppliers.pdf</a>								

1-1		92474	PROVIDE BASC-3 PROFESSIONAL LEARNING, ONLINE SCORING, FLEX MONITORING AND INTERVENTION RECOMMENDATIONS FOR STUDENTS	1.0000	LCT	13,626.0000	13,626.00	09/12/2016
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Contract ID: 41400-025-000018363

<< SEPTEMBER 1, 2016 - AUGUST 31, 2017 >>

Item Total 13,626.00

Total PO Amount 13,626.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized  
Signature

*Chandler Queen*





### CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	Georgia Department of Education
<b>Contractor's Full Legal Name:</b>	NCS Pearson, Inc.
<b>Contract No.:</b>	41400-025-0000018363
<b>Solicitation No./Event ID:</b>	41400-025-0000018363
<b>Solicitation Title/Event Name:</b>	Professional Learning
<b>Contract Award Date:</b>	September 1, 2016
<b>Current Contract Term:</b>	September 1, 2016 - August 31, 2017
<b>Amendment No.:</b>	1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

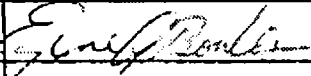
1. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

CONTRACT NUMBER: 41400-025-0000018363

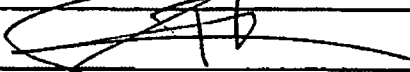
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	NCS Pearson, Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Eugene G. Bowles - VP of Global Product Development for Clinical Assessment, a division of NCS Pearson, Inc.
<b>Date:</b>	9/26/16
<b>Company Address:</b>	19500 Bulverde Rd, Suite 201, San Antonio, TX 78259

**STATE ENTITY**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	James T. Beck Chief Financial Officer
<b>Date:</b>	9-30-16
<b>State Entity Address:</b>	Georgia Department of Education 1670 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334